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6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

8 JEREMY DARRAH,

9 Plaintiff,

10 v.

11 RECEIVABLES PERFORMANCE
12 MANAGEMENT LLC, et al.,

13 Defendants.

CASE NO. C18-1724 RSM

ORDER

14 This matter is before the Court on Plaintiff Jeremy Darrah (“Plaintiff”) and Defendant
15 Receivables Performance Management, LLC (“Defendant”) (collectively, the “Parties”)
16 Stipulation of Dismissal. Dkt. #19. When they previously filed their Stipulated Dismissal on
17 July 19, 2019, the Parties did not provide a proposed order. *Id.* Additionally, the Parties invoked
18 Federal Rule of Civil Procedure 41(a)(1)(A)(ii) which, by its terms, does not require an order of
19 this Court. *Id.* Rule 41(a)(1)(A)(ii) was not properly invoked, however, as the stipulation was
20 not in fact “signed by all parties who have appeared.” FED. R. CIV. P. 41(a)(1)(A)(ii). Defendant
21 Experian Information Solutions, Inc. (“Experian”) has appeared through counsel (Dkts. #4 and
22 #5) but did not sign the stipulation. Dkt. #19. Nothing further has been filed on the docket.

23 On August 13, 2019, Defendant submitted a “[Proposed] Order Granting Stipulated
24 Dismissal of Receivables Performance Management, LLC” to the Court’s electronic orders box.

1 Plaintiff's counsel was copied on the email. Counsel for Experian was not.

2 The Parties have made numerous procedural errors. No proper stipulation has been
3 submitted. LCR 1(c)(7) (“‘Stipulated Motion’ is a stipulation (agreement) between or among the
4 parties presented to the court with a proposed order.”) No formal motion was submitted. LCR
5 7(b)(1) (requiring a movant to file and serve the motion and proposed order on each party that
6 has appeared and to note the motion for consideration). Experian has received adequate notice
7 of the Parties’ Stipulation of Dismissal. LCR 5(b) (for registered ECF participants, “service is
8 complete when the document is electronically filed”). There is no indication that Experian has
9 received notice of the Parties’ proposed order. Nevertheless, the picture presented is clear:
10 Plaintiff and Defendant intend for Defendant to be dismissed and Experian does not appear to
11 object. Despite the numerous errors, the Court does not believe that the parties or the Court
12 would be well served by further busywork. Accordingly, the Court finds and ORDERS that the
13 Stipulation of Dismissal is GRANTED and all Plaintiff’s claims against Defendant Receivables
14 Performance Management, LLC are DISMISSED with prejudice and without fees or costs to
15 either party.

16 Dated this 14th day of August 2019.

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19 RICARDO S. MARTINEZ
20 CHIEF UNITED STATES DISTRICT JUDGE
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